

## NZIPP CODE OF ETHICS

### General Matters

1. I agree to be bound by the Constitution\* and By-Laws\* of the New Zealand Institute of Professional Photography (NZIPP) and abide by the regulations and guidelines of the NZIPP as set down from time to time.
2. I acknowledge that I am bound by the NZIPP Code of Ethics and recognise the authority of the NZIPP Board in all matters relating to the interpretation and enforcement of this code.
3. I shall at all times present myself; my photography and my photographic services, in a professional, moral and ethical fashion, and will not bring the NZIPP into disrepute in any way through my association.
4. I will deal with all users of photography and the public with honesty and integrity. I shall exercise reasonable skill, care and diligence in the discharge of my duties, giving full consideration to the requirements of the client.
5. I will not use any marketing or unfair competitive practice, which violates any statute or any decision of a court. I will avoid at all times collective actions between fellow professional photographers that conspire to be or are in effect anti-competitive.
6. I will ensure that I comply with all laws and requirements applicable to my business operation, in particular those relating to Copyright, Environmental, Employment, OSH, Software/Music Licensing, Taxation and those set down in the Consumer Guarantees Act, the Fair Trading Act and the Commerce Commission.
7. I shall at all times observe the requirements of NZIPP Brand Guidelines\* in all promotional activity and shall ensure that advertisements, promotions and other public announcements will not bring the Institute into disrepute. I agree only to use, in conjunction with my name, such designatory letters or other descriptions to which I am entitled.

## **Market Related Matters**

1. I will ensure that clients are made fully aware of all financial obligations prior to entering a contract or paying for a service. Explanation of these financial obligations will not be misleading or concealing in anyway, and I will not utilise any form of 'high pressure' selling tactics to book clients or influence clients to place orders.
2. In the matter of any dispute with a client or a fellow photographer, I will recognise the arbitrations by the Institute as set out by the By-Law\* relating to Complaints.
3. Observing the NZIPP Standard Terms & Conditions\*, I will fulfill all contractual obligations, offer reasonable warranty of products and services, and perform on such warranty without hesitation, where claims are justified. I will ensure that all photography transactions, including the production of wedding albums, does not take more than three months from the date of order, or a firm delivery date be agreed in writing at the contract stage.
4. I will strive at all times to produce photographic images and/or business services that meet the highest standards of professionalism.
5. I will advertise and sell the merits of my services and products honestly and undertake only assignments that my firm or I can reasonably expect to complete with professional competence.
6. If myself or my organisation cannot undertake an assignment, I will refer the client to another suitably qualified photographer who can best fulfill the client's needs.
7. I will not commit any acts that will discredit the profession and I will refrain from degrading competitors.
8. I will not concurrently engage in any business or occupation, which compromises my ability to perform professional image making services.
9. I shall not offer or accept a photograph for reproduction or accept a reproduction fee in respect of any photograph for which I do not own the copyright, without the express permission of the owner of the copyright.
10. I will ensure that any matter referring to copyright is clearly visible on contracts, and that reasonable usage rights for the studio be contractually established at the time of the original contract, and that these rights extend to an agreed level of promotion for the studio, including entry into professional competitions and exhibitions.

11. I acknowledge that every client entering into a contract with an NZIPP member is entitled to receive a copy of the Code of Ethics\*.

12. I will ensure that my business carries appropriate insurance cover.

### **Member Related Matters**

1. In whatever capacity I am engaged I shall act in a just and faithful manner towards clients, employers and employees; towards others with which my work is connected, and towards other members of the NZIPP.

2. I will not divulge any confidential information acquired by me during the course of my professional duties to any party.

3. I understand that if I willfully or knowingly condone, or am party to any act perpetrated by others, which contravenes this Code of Ethics, then I shall be as equally responsible as if I had committed such a breach on my own account.

4. I will be responsible for the conduct and performance of any person employed or sub-contracted by me.

### **Educational Matters**

1. I will actively support and where possible assist in the education of all interested persons and the general public in the art and science of professional photography.

2. I will strive at all times to upgrade and improve my knowledge and skills in the profession of photography and related areas.

Do hereby solemnly declare that:

I agree to be bound by the Constitution\* and By-Laws\* of the NZIPP.

I acknowledge that I am bound by the NZIPP Code of Ethics and recognise the authority of the NZIPP Board in all matters relating to the interpretation and enforcement of this Code, and understand that failure to comply with the ethics can result in cessation of membership and all associated privileges at the sole discretion of the NZIPP.

I declare that I satisfy all relevant legal requirements and possess the necessary licensing requirements to operate my business in an ethical manner. I understand that any misrepresentation of the above, including this statement can result in immediate cessation of membership, and all associated privileges.

I acknowledge that the onus to meet all business requirements lies solely with myself and that the NZIPP and/or its office bearers will not and can not be held responsible in relation to correct licensing for the applicant's business.

The NZIPP and/or office bearers will not be held responsible for any legal responsibility in relation to the applicant's business dealings

**DECLARATION**

I solemnly declare that within the last 10 years: I have not had proceedings instituted against me for failure to pay for the supply of goods or services, other than those that have been properly defended on the basis that the same was not properly due and payable. I have read and understood the Code of Ethics, and accept the Constitution\* and By-Laws\* of the New Zealand Institute of Professional Photography.